



GAIL FARBER, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE
REFER TO FILE

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

October 18, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

32 October 18, 2016

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**EXTEND THE DELEGATED AUTHORITY FOR THE DIRECTORS OF PUBLIC WORKS AND
PARKS AND RECREATION TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENTS ON
BEHALF OF THE COUNTY AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
FOR AN ADDITIONAL FIVE YEARS, PER SECTION 21.32.020(C)
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action extends the delegation of authority to execute the multiple and park development agreements for an additional five years.

IT IS RECOMMENDED THAT THE BOARD:

1. Extend the delegation of authority to execute the Multiple Agreement and Park Development Agreement, described in Section 21.32.020(c) of the Los Angeles County Code, for an additional five years.
2. Approve the enclosed standard Multiple Agreement and Park Development Agreement forms.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles County Code, Section 21.32.020(c), authorizes the Director of Public Works and the Director of Parks and Recreation to execute subdivision improvement agreements on behalf of the County of Los Angeles and Los Angeles County Flood Control District provided said agreements are substantially similar to the most recent versions of the standard form Multiple Agreement and/or Park Development Agreement approved by the Board of Supervisors. Section 21.32.020(c) further provides that the Board shall review this delegation of authority every five years. The delegation of

authority provided for in Section 21.32.020(c) was last reviewed by the Board in 2011. The purpose of the recommended action is to review and extend the delegation of authority for an additional five years, thereby reducing the time and expense in processing subdivision improvement agreements by the County.

The purpose of the recommended action is also to approve the most up-to-date versions of the standard forms Multiple Agreement and Park Development Agreement.

Once approved by the Board, the standard form Multiple and Park Development Agreements (enclosed) will be used as the template for the subdivision improvement agreements entered into by the Directors of Public Works and Parks and Recreation.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) by enabling the County and the District to facilitate the processing and acceptance of subdivision improvement agreements.

FISCAL IMPACT/FINANCING

There is no increase in net County cost as a result of the delegation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 21.32.020(c) implements the statutory authority provided for in Government Code Section 66462(d), which states:

The legislative body may provide, by ordinance, that subdivision improvement agreements may be entered into by a designated official, in accordance with standards adopted by the local agency. Any ordinance adopted pursuant to this subdivision shall provide that the legislative body shall periodically review this delegation of authority to the designated official.

The proposed delegation extension and the proposed standard form agreements have been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are not a project pursuant to the California Environmental Quality Act (CEQA) because there are activities that are excluded from the definition of a project by Section 15378(b) of the State CEQA guidelines. The proposed actions are administrative activities of government, which will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no adverse impact in current services or projects.

CONCLUSION

The Honorable Board of Supervisors

10/18/2016

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Please return two copies of the adopted letter to the Department of Public Works, Land Development Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

GAIL FARBER

Director

GF:MC:plg

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel
Department of Parks and Recreation

**LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS
MULTIPLE AGREEMENT**

For Tract No./Parcel Map No. _____

THIS AGREEMENT, made and entered into on _____, 20_____,
by and between the COUNTY OF LOS ANGELES and the LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT (LACFCD), State of California, acting by and through the Director of Public Works, hereinafter
collectively referred to as "COUNTY", and

(Name)

(Address)

hereinafter referred to the SUBDIVIDER.

RECITALS:

This AGREEMENT is entered into pursuant to Title 7, Division 2 of the Government Code (The Subdivision Map Act), together with Title 16, Division 1 (The Highway Permit Ordinance), and Title 21, Division 1 (The Subdivision Ordinance) of the Los Angeles County Code.

SUBDIVIDER wishes to file with the COUNTY a final map or parcel map for that certain division of land known as Tract No./Parcel Map No. _____ (hereinafter referred to as the "Subdivision"), pursuant to all applicable State and County requirements, and will, by the filing of such map or by separate instrument, as appropriate, dedicate or offer to dedicate to the County, for public use, easements for improvements, including but not limited to roads, streets, sanitary sewers and storm drains needed for the public benefit and the general use of the lot owners in the Subdivision;

The COUNTY, before acceptance of any easement offered for dedication on the final map or parcel map or by separate instrument, desires to insure that all improvements proposed to be constructed within said easement meet and comply with standards and plans previously approved and implemented by the COUNTY;

The COUNTY, before approving any road, street, sanitary sewer, storm drain or other improvement as complete and accepting such improvement for ownership and maintenance, desires to insure that such improvement has been constructed to the satisfaction of the COUNTY, according to standards and plans previously approved by the COUNTY;

TERMS AND CONDITIONS

NOW, THEREFORE, COUNTY and SUBDIVIDER agree as follows

1. The SUBDIVIDER shall, at the SUBDIVIDER'S own cost and expense, furnish all labor, materials and equipment necessary to perform and complete, and shall perform and complete in a good and workmanlike manner, the following improvement(s) and/or work:

- ☐ 1.1. A 5-foot CHAIN LINK FENCE per latest revision of Standard Plans for Public Works

Construction No. 600 at the rear and/or side of lots/parcels _____

(inclusive) _____ adjacent _____ to _____
The estimated cost
of this work is the sum of _____
dollars (\$ _____).

☐ 1.2. A COMBINATION MASONRY WALL AND CHAIN LINK FENCE per latest revision
of standard Plans for Public Works Construction No. 621-1 at the rear and/or side of
lots/parcel _____ (inclusive) adjacent to _____
The estimated cost of this work is the sum of _____
dollars (\$ _____).

☐ 1.3. A 5-foot MASONRY WALL per the latest revision of Standard Plans for Public Works
Construction No. 601-1 at the rear and/or side of lots/parcels _____ (inclusive) adjacent to _____
The estimated cost of this work is the sum of _____
dollars (\$ _____).

☐ 1.4. CORRECTIVE GEOLOGIC IMPROVEMENTS. Said work shall be done under the
provisions of Title 26 of the Los Angeles County Code. The estimated cost of this
work _____ is _____ the _____ sum
of _____
dollars (\$ _____).

☐ 1.5. SANITARY SEWERS and appurtenances thereto, under Private Contract (PC)
No. _____, in streets and/or rights of way. The estimated cost of this work
is _____ the _____ sum _____ of _____
_____ dollars (\$ _____).

☐ 1.6. STORM DRAINS and appurtenances thereto, under Private Drain (PD) No.
_____, in streets and/or rights of way. The estimated cost of this work is the
sum _____ of _____
_____ dollars (\$ _____).

☐ 1.7. Setting of SURVEY MONUMENTS AND TIE POINTS and furnishing to the Director
of Public Works or other designated County official tie notes for said points,
according to the provisions of Title 21 of the Los Angeles County Code regulating
division and mapping of land, and paying the surveyor or engineer of record or his
authorized substitute for the work performed by him and notice subdivider and
Director of Public Works or other designated County official when monuments have
been set as provided for in Division 2, Chapter 4, Article 9 of Title 7 of the
Government Code (the Subdivision Map Act). The estimated cost of this work is the
sum _____ of _____
_____ dollars (\$ _____).

- ☐ 1.8. WATER SYSTEM FACILITIES including pump stations, water tanks, water mains, water wells, fire hydrants, and all other appurtenances thereto, in dedicated public streets, private streets and easements, in accordance with plans and specifications on file in the office of the Director of Public Works. The estimated cost of this work is _____ the sum of _____ dollars (\$_____).
- ☐ 1.9. ROAD IMPROVEMENTS in accordance with the approved road plans for the Subdivision on file in the office of the Director of Public Works. The estimated cost of this work and improvements is the sum of _____ dollars (\$_____).
- ☐ 1.10. STREET TREE IMPROVEMENTS in accordance with the approved road plans for the Subdivision on file in the office of the Director of Public Works. The estimated cost of this work and improvements is the sum of _____ dollars (\$_____).
- ☐ 1.11. _____
- ☐ 1.12. _____

2. Unless a different time period is specified in the Conditions of Approval for the Subdivision (which Conditions of Approval are hereby incorporated herein by reference), SUBDIVIDER shall complete all improvements and/or work, as indicated in Section 1, above, within twenty-four (24) months from the date of filing of said map, or such extensions as the COUNTY approves pursuant to Section 20, below.

3. The improvement(s) and/or work specified in Section 1, above, are to be constructed within and without the boundaries of the Subdivision according to the approved plans for said improvements and/or work and/or the Standard Specifications for Public Works Construction, as amended, applicable to said improvements and/or work. The improvement plans for the Subdivision are on file in the office of the Director of Public Works and/or in the offices of other agencies and/or entities as applicable and are hereby made a part of this AGREEMENT as though fully set forth herein. Said work shall be done to the satisfaction of the Director of Public Works and/or other official, as applicable, and shall not be deemed completed or accepted by the County, and/or by any other agency or entity as set forth below, until after having been duly inspected by the County and/or by other agencies or entities, as applicable and all inspection fees have been paid and the work and improvements have been formally approved or approved and accepted as set forth below, for maintenance by the COUNTY and/or by other agencies or entities as applicable, as follows:

- 3.1. Fences and walls, driveway paving, and yard trees, as required by the Department of Regional Planning, shall be deemed completed when fully constructed according to standard plans, to the satisfaction of the Department of Regional Planning. The COUNTY will not assume ownership or maintenance responsibility for these improvements. The improvement security shall be released after the improvement is fully completed.

- 3.2. Corrective geologic improvements shall be deemed completed when fully constructed according to the plans and geotechnical reports on file with the COUNTY, to the satisfaction of the Department of Public Works. The COUNTY will not assume ownership or maintenance responsibility for these improvements.
- 3.3. Sanitary sewers shall be deemed completed when fully constructed according to PC No. _____ on file with the COUNTY, to the satisfaction of the Department of Public Works. The acceptance for maintenance shall be effective on the date of a letter from a duly authorized COUNTY official to the SUBDIVIDER specifically giving notice of the acceptance and/or release of the improvement security for the work, unless another date is specified in the letter.
- 3.4. Storm drains shall be deemed completed when fully constructed according to PD. No. _____ on file with the COUNTY, to the satisfaction of the Department of Public Works. The acceptance for maintenance of storm drain improvements shall be effective on the date of a letter from the duly authorized COUNTY official to the SUBDIVIDER giving notice of the acceptance and/or release of the improvement security for the work, unless another date is specified in the letter.
- 3.5. Survey monuments shall be deemed completed when set according to the final tract map or final parcel map on file with the COUNTY and all tie points are submitted to the COUNTY, to the satisfaction of the Department of Public Works. The improvement security shall be released after the COUNTY has inspected the monuments and indexed the tie notes and the SUBDIVIDER presented evidence to the COUNTY that the Engineer/Land Surveyor has been paid for setting the monuments.
- 3.6. Water system facilities shall be deemed completed when fully constructed according to the approved plans and specifications on file with the COUNTY, to the satisfaction of the Department of Public Works. If the water system facilities are to be maintained by a private water utility, the SUBDIVIDER shall provide written notice to the COUNTY upon acceptance for maintenance of the water system facilities by the private water utility. If the water system facilities are to be maintained by a County Waterworks District, the acceptance for ownership and maintenance by a County Waterworks District shall be effective on the date such acceptance is approved by the Board of Supervisors. The improvement security shall be released after the water system is fully completed and the Board, or the private water utility, has acted to accept the water system.
- 3.7. Road improvements shall be deemed completed when fully constructed according to the approved plans and specifications on file with the COUNTY, to the satisfaction of the Department of Public Works. The acceptance for maintenance of road improvements for maintenance by COUNTY within dedicated public right of way shall be effective on the date of a letter from the duly authorized COUNTY official to the SUBDIVIDER giving notice of the acceptance and/or release of the improvement security for the work, unless another date is specified in the letter. In the interest of public safety or necessity, the Director of Public Works may, at his or her sole discretion, accept for maintenance partial improvements completed under the inspection of and deemed satisfactory to the Director, or other designated County official. The acceptance for maintenance of partial improvements shall be effective on the date of a letter from the duly authorized COUNTY official to the SUBDIVIDER indicating that the COUNTY will maintain these improvements. Private and future streets will not be accepted into the County roadway system for maintenance.
- 3.8. Street tree improvements shall be deemed completed when fully constructed according to the approved plans and specifications on file with the COUNTY, to the satisfaction of the

Department of Public Works. Street trees within dedicated public rights of way will be accepted for maintenance by the COUNTY. The COUNTY will not assume ownership or maintenance responsibility for trees on private and future streets. The acceptance for maintenance of street tree improvements shall be effective on the date of a letter from the duly authorized COUNTY official to the SUBDIVIDER giving notice of the acceptance and release of the improvement security for the work, unless another date is specified in the letter. The improvement security for the street trees will be released one year after the initial inspection if the trees are reinspected at that time and found to be healthy and the road improvements have been accepted as complete.

- 3.9. Warranty and Enforcement securities shall be released one year after all other applicable improvements have been completed and/or accepted for maintenance, to the satisfaction of the Department of Public Works.

4. The SUBDIVIDER shall maintain all improvements and/or work unless and until accepted by the COUNTY or other entity (e.g., water utility, HOA, etc.), as applicable. Such maintenance includes, but is not limited to, graffiti removal, debris removal, brush/weed removal, vector control, and concrete/asphalt and fence repairs.

5. The COUNTY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring within the easements offered or dedicated for improvements or to the improvements specified in this AGREEMENT prior to the completion, approval, and formal acceptance of same. Nor shall the COUNTY, nor any officer or employee thereof, be liable or responsible to persons or property damaged or injured by reason of said improvements or by reason of the acts, omissions or services of the SUBDIVIDER, its agents or employees, in performance of the design or construction of said improvements prior to acceptance of said improvements by the COUNTY. All of said liabilities shall be assumed by the SUBDIVIDER.

6. The SUBDIVIDER shall indemnify, defend and save harmless the COUNTY, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or caused by any act or omissions of the SUBDIVIDER, its agents, employees, contractors or subcontractors of any tier, in connection with the performance of this AGREEMENT, including any workers' compensation suits, liability, or expense, and any claims arising out of the use of any patent or patented article in the construction of any of the work or improvements described above. For purposes of this paragraph, any work performed by the COUNTY, its agents or employees, under authority of Chapters 16.06 and/or 16.10 of Title 16 of the Los Angeles County Code, or under authority granted to the COUNTY by Government Code Section 831.3, where such work by the COUNTY has been initiated as a result of the failure of SUBDIVIDER to comply with any specification or requirement, or by failure of the SUBDIVIDER to complete any work contemplated by this AGREEMENT, shall be deemed to have arisen out of and the acts or omissions the SUBDIVIDER, and for which the SUBDIVIDER agrees to indemnify, defend, and save harmless the COUNTY.

7. Developer agrees to release, indemnify, defend, and save harmless the COUNTY, its special districts, and their Supervisors, agents and employees (collectively, "Indemnified Parties" or singularly, "Indemnified Party") from and against all claims, damages (including, without limitation special and consequential damages), injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal and administrative proceedings, interest, fines or increases in fines, charges, penalties and expenses (including without limitation reasonable attorneys', engineers', consultants' and expert witness fees and costs incurred in defending against any of the foregoing or in enforcing this Agreement) of any kind whatsoever (collectively, "Claims"), paid, incurred or suffered by any Indemnified Party or asserted against any Indemnified Party, directly or indirectly arising from or attributable [the improvement]. The foregoing is intended as a broad indemnity that includes, without limitation: 1) Claims relating pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S. C.

Section 9607 et seq.) ("CERCLA"), and under Chapter 6.5 of Division 20 of the California Health and Safety Code (commencing with Section 25100). The foregoing release is granted notwithstanding the provisions of California Civil Code Section 1542 which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

8. The SUBDIVIDER hereby grants to the COUNTY, the Surety upon any Bond, the financial institution of any improvement security, and to the agents, employees, and contractor of any of them the irrevocable permission to enter upon the lands of the Subdivision for the purpose of completing the improvements and/or work described in Section 1, above. The permission shall terminate in the event that the SUBDIVIDER, financial institution, or the Surety has completed the work within the time specified or any extension thereof granted by the Director of Public Works or other designated County official.

9. The SUBDIVIDER shall at all times from the date of approval of the Subdivision to the completion of all work and/or improvements described in Section 1, above, and the acceptance thereof to the satisfaction of the COUNTY, give good and adequate warning of each and every dangerous condition caused by said work and/or improvements and will protect the traveling public therefrom.

10. The SUBDIVIDER shall have obtained such ownership, rights or control of the ground/area reserved for the installation of all work and/or improvements described above, and the streets in which they are to be placed, as is necessary to allow the SUBDIVIDER to carry out this AGREEMENT.

11. The SUBDIVIDER hereby agrees to pay for the inspection of such work and improvements as may be required by the Director of Public Works or other designated official prior to the acceptance of said work and/or improvements by the COUNTY or other agency or entity, as appropriate.

12. The SUBDIVIDER shall give notice to the Director of Public Works or other designated official at least 24 hours before beginning any work or improvements contemplated by this AGREEMENT and shall furnish said Director of Public Works all reasonable facilities for obtaining full information respecting the progress and manner of work.

13. For those items of work and/or improvements that are to be maintained by the COUNTY or other agency or entity, the SUBDIVIDER shall grant to the COUNTY or other agency or entity as appropriate, such easements and/or fee rights as are necessary for the operation, maintenance, repair or reconstruction of the work and/or improvements.

14. If the Director of Public Works determines that field conditions require changes or alterations in the construction or installation of any of the work and/or improvements described above, the SUBDIVIDER, at SUBDIVIDER's sole cost and expense, shall perform such changes or alterations based on applicable standard specifications as required by the Director of Public Works provided that all such changes or alterations do not exceed ten percent of the original total estimated cost of such improvements.

15. In addition to any other warranty or guarantee in favor of the COUNTY, and in addition to and notwithstanding any securities posted by the SUBDIVIDER, or any other remedy available by law or in equity, the SUBDIVIDER shall guarantee the work and improvements described above against any defective work or labor or defective materials for a period of one year following acceptance by the COUNTY.

16. The SUBDIVIDER hereby agrees that all work on any existing County Highway (i.e., any County Highway that existed prior to the COUNTY's approval of the Subdivision), shall be completed in accordance with the terms and provisions of Title 16, Division 1, of the Los Angeles County Code (Highway Permits). Said Code requires, in part, that once work is commenced, it shall be prosecuted in a diligent and workmanlike manner to completion. If the COUNTY determines that the SUBDIVIDER has failed to perform as therein specified, the COUNTY reserves the right to exclude the SUBDIVIDER from the site and complete the work contemplated by COUNTY forces or by separate contract. The SUBDIVIDER further agrees to

reimburse the COUNTY for all charges accruing as a result of such construction by COUNTY forces or separate contract.

17. It is further agreed that the SUBDIVIDER has filed with the COUNTY, a bond or other security acceptable to the COUNTY, to guarantee the performance of the SUBDIVIDER's obligations under this AGREEMENT and the payment to the contractor, to the subcontractors, and to persons furnishing labor, materials, or equipment to them in connection with the work and improvements described above. The faithful performance security, or portion thereof as determined by the COUNTY, shall remain in full force and effect until the end of all warranty periods as set forth in this AGREEMENT. The labor and materials security shall be maintained by the SUBDIVIDER in full force and effect until the required work is accepted by the COUNTY and until all claims for payment by all contractors, subcontractors and persons furnishing labor material or equipment are resolved. If said performance security or payment security becomes insufficient in the opinion of the COUNTY, the SUBDIVIDER shall increase the amount of said performance security and/or payment security to a sufficient amount, as directed by the COUNTY, within ten (10) days after receiving notice to do so from COUNTY.

18. If the SUBDIVIDER neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the time specified in Section 2, above, or within such extensions of said time as have been granted by the Director of Public Works, or if the SUBDIVIDER violates or neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, or if the SUBDIVIDER neglects, refuses or fails to pay the inspection fees for the work and improvements, the SUBDIVIDER shall be deemed in default of this AGREEMENT. The Director of Public Works, or other designated County official, may thereafter terminate all rights of the SUBDIVIDER in this AGREEMENT, but said termination shall not affect or terminate any of the rights of the COUNTY as against the SUBDIVIDER, financial institution, or Surety then existing or which thereafter accrue because of such default. The determination by the Director of Public Works or other designated COUNTY official that the terms of this AGREEMENT or the specifications, or any of them, have been violated, or have not been performed satisfactorily, shall be conclusive upon the SUBDIVIDER, his surety, and any and all other parties who may have any interest in this AGREEMENT or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the COUNTY under law.

19. It is further agreed by and between the parties hereto, that the COUNTY shall be entitled to recover from the SUBDIVIDER any and all costs and fees, including attorneys' and experts' fees and costs, reasonably incurred in the enforcement of this AGREEMENT. The enforcement costs shall be included in and be made a part of the performance bond and/or other security guaranteeing SUBDIVIDER's performance under this AGREEMENT.

20. It is further agreed by and between the parties hereto, including the Surety or Sureties on any Bond attached to this AGREEMENT or the financial institution guaranteeing the improvement security and payment security, that in the event it is deemed necessary by the COUNTY to extend the time of completion of the work and/or improvements described above, said extension may be granted by the Director of Public Works or other designated official either at his/her own option or upon request of the SUBDIVIDER, and shall in no way affect the validity of this AGREEMENT or release the Surety or Sureties on any Bond attached hereto or the financial institution guaranteeing the improvement security and payment security. SUBDIVIDER further agrees to maintain said performance security and payment security in full force and effect during the entire term of this AGREEMENT including any extensions of time granted pursuant to this Section. The Director of Public Works or other designated official may condition any extension of time upon additional terms and conditions, including the provision of additional amounts of performance security and/or payment security as deemed appropriate by the Director of Public Works or other designated official, in his/her sole discretion.

21. It is further agreed by and between the parties hereto that this AGREEMENT firmly binds the parties, their heirs, executors, administrators, successors or assignees, jointly and severally. The SUBDIVIDER shall immediately notify the Director of Public Works or other designated County official of any change in ownership or other event which alters the responsibility for completing the work and improvements.

22. This AGREEMENT is intended to benefit solely the named parties and does not include any third party beneficiaries.

23. It is further agreed by and between the parties hereto, that this AGREEMENT cannot be assigned, transferred, alienated, or hypothecated by the SUBDIVIDER without the express written approval of the COUNTY.

IN WITNESS thereby, SUBDIVIDER has executed this AGREEMENT in the presence of a Notary Public on

Date

By _____
Name/Title

By _____
Name/Title

Approved as to form:
COUNTY COUNSEL

Accepted on behalf of the County of Los Angeles
by the DIRECTOR OF PUBLIC WORKS

By _____
Deputy

By _____
Deputy

Date _____

**LOS ANGELES COUNTY
DEPARTMENT OF PARKS AND RECREATION
PARK DEVELOPMENT AGREEMENT**

For Tract No./Parcel Map No._____

THIS AGREEMENT, made and entered into on _____, 20_____, by and between the COUNTY OF LOS ANGELES acting by and through the Director of Parks and Recreation hereinafter called the COUNTY, and _____

(Name)

(Address)

hereinafter called the SUBDIVIDER.

WITNESSETH:

This Agreement is entered into between the parties pursuant to Title 7, Division 2 of the Government Code ("The Subdivision Map Act") and Title 21, Division 1 ("The Subdivision Ordinance") of the Los Angeles County Code and to comply with the final map conditions approved for the subdivision by the Los Angeles County Regional Planning Commission/Public Hearing Officer or Regional Planning Commission/Public Hearing Officer and the Board of Supervisors of the County of Los Angeles.

Whereas the SUBDIVIDER wishes to file with the COUNTY a final map or parcel map pursuant to all applicable State and County requirements, and will, by the filing of such map or other instrument grant deed or offer for public use park land and improvements to the COUNTY, needed for the public benefit and the general use of the lot owners in the subdivision;

Whereas the COUNTY, before acceptance of any grant deed or park site offered for dedication on the final map or parcel map, desires to insure that all improvements proposed to be constructed within said park site ("Park Improvements") which are attached hereto as Exhibit A and incorporated herein by reference, meet and comply with standards and plans previously approved and implemented by the COUNTY;

Whereas the COUNTY, before approving the Park Improvements as complete and accepting said improvements for maintenance, desires to insure that the Park Improvements are constructed according to standards and plans previously approved and implemented by the COUNTY;

FIRST: The SUBDIVIDER for and in consideration of the approval of the final map of that certain land division known as Tract No./Parcel Map No. _____ hereby agrees, at the SUBDIVIDER'S own cost and expense, to furnish all labor, materials and equipment necessary to perform and complete, and within twenty-four (24) months from the date of filing of said map, or such extensions as the COUNTY approves, to perform and complete in a good and workmanlike manner, the Park Improvements detailed in Exhibit A.

The above-mentioned Park Improvements are to be constructed within and without the boundaries of said land division according to the approved plans and/or applicable Standard Specifications for park construction, as amended, which are hereby made a part of this Agreement, on file in the office of the Director of Parks and Recreation ("Director") and/or other County officials as applicable and hereby made a part of this Agreement as though fully set forth herein. That said work shall be done under the inspection of, and to the satisfaction of, the Director and/or other County official as applicable, and shall not be deemed completed until all inspection fees are paid and the work and improvements are approved or approved and accepted for

maintenance by the COUNTY.

Furthermore, the SUBDIVIDER shall maintain these improvements until accepted by the COUNTY. Such maintenance includes, but is not limited to, graffiti removal, debris removal, brush/weed removal, rodent control, and concrete/asphalt and fence repairs.

SECOND: As a condition of the County's acceptance of the Park Improvements, it is further agreed that Subdivider shall convey the public park by recordable grant deed showing the fee vested with the County of Los Angeles, and free of all encumbrances except those that, as shown on the American Land Title Association (ALTA) survey prepared by Subdivider, do not interfere with the use of the property for park or recreational purposes. Subdivider's designated title company shall: provide the County with an ALTA title policy issued by a State of California licensed title company in a value equal to the cost of the Park Improvements and naming the County as a policy beneficiary; record the park deed upon County's delivery of a Certificate of Acceptance; and deliver the recorded deed to the Chief Administrative Office Real Estate Division, Property Management Section, 222 South Hill Street, Third Floor, Los Angeles, California 90012.

THIRD: That the COUNTY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring within the easements offered or dedicated for improvements or to the improvements specified in this Agreement prior to the completion, approval, and acceptance for maintenance of same. Nor shall the COUNTY, nor any officer or employee thereof, be liable or responsible to persons or property damaged or injured by reason of said improvements or by reason of the acts, omissions or services of the SUBDIVIDER, its agents or employees, in performance of the construction of said improvements prior to acceptance of said improvements by the COUNTY. All of said liabilities shall be assumed by the SUBDIVIDER. The SUBDIVIDER further agrees to indemnify, defend and save harmless the COUNTY, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the acts, omissions or services of the SUBDIVIDER, its agents or employees hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with the acts, omissions or services by any person pursuant to this Agreement, or arising out of the use of any patent or patented article in the construction of said improvements. For purposes of this paragraph, any work performed by the COUNTY, its agents or employees, under authority of Chapters 16.06 and/or 16.10 of Title 16 of the Los Angeles County Code, or under authority granted to the COUNTY by Government Code Section 831.3, where such work by the COUNTY has been initiated as a result of the failure of SUBDIVIDER to comply with any specification or requirement, or by failure of the SUBDIVIDER to complete any work contemplated by this Agreement, such work by the COUNTY shall be deemed to have arisen out of and from the acts, omissions or services of the SUBDIVIDER, and for which the SUBDIVIDER agrees to indemnify, defend, and save harmless the COUNTY.

FOURTH: The SUBDIVIDER hereby grants to the COUNTY, the Surety upon any Bond, the financial institution of any improvement security, and to the agents, employees, and contractor of them the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvement. The permission shall terminate in the event that the SUBDIVIDER, financial institution, or the Surety has completed the work within the time specified or any extension thereof granted by the Director or other designated County official.

FIFTH: The SUBDIVIDER will at all times, from the approval of said land division to the completion of said work or improvement and acceptance for maintenance by the COUNTY as provided in the first paragraph above by the COUNTY, give good and adequate warning of each and every dangerous condition caused by the construction of said improvements and will protect the traveling public therefrom.

SIXTH: It is further agreed that the SUBDIVIDER shall have such control of the ground/area reserved for the installation of such work, and the streets in which they are to be placed, as is necessary to allow him/her to carry out this Agreement.

SEVENTH: The SUBDIVIDER hereby agrees to pay for the inspection of such work and

improvements as may be required by the Director or other designated County official prior to the acceptance of said improvements by the COUNTY.

EIGHTH: The SUBDIVIDER shall give notice to the Director or other designated County official at least 24 hours before beginning any work or improvements contemplated by this Agreement and shall furnish said Director all reasonable facilities for obtaining full information respecting the progress and manner of work.

NINTH: The SUBDIVIDER agrees to grant to the COUNTY such easements and/or fee rights as are necessary for the upkeep and maintenance by the COUNTY of the improvements agreed to be constructed herein.

TENTH: The SUBDIVIDER shall perform any changes or alterations necessitated by field conditions and based on applicable standard specifications in the construction and installation of such improvements required by the COUNTY, provided that all such changes or alterations do not exceed ten percent of the original total estimated cost of such improvements. Said cost is to be borne by the SUBDIVIDER.

ELEVENTH: The SUBDIVIDER shall guarantee such improvements for a period of one year following acceptance for maintenance by the COUNTY against any defective work or labor done or defective materials in the performance of this Agreement by the SUBDIVIDER.

TWELFTH: It is further agreed that the SUBDIVIDER has filed with the COUNTY, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work and improvements, as above specified, for the faithful performance of the terms and conditions and guarantees of this Agreement and has also deposited with the COUNTY a good and sufficient payment security for labor and materials in the amount prescribed by law to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code. If said improvement security or payment security becomes insufficient in the Opinion of the COUNTY, the SUBDIVIDER agrees to renew said improvement security and/or payment security with good and sufficient improvement security and/or payment security within ten days after receiving demand therefor.

THIRTEENTH: If the SUBDIVIDER neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the time specified, or within such extensions of said time as have been granted by the Director, or if the SUBDIVIDER violates or neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, or if the SUBDIVIDER neglects, refuses or fails to pay the inspection fees for the work and improvements, he shall be in default of this Agreement and notice in writing of such default shall be served upon him and upon any Surety or financial institution in connection with this Agreement. The Director or other designated County official, shall have the power to terminate all rights of the SUBDIVIDER in such Agreement, but said termination shall not affect or terminate any of the rights of the COUNTY as against the SUBDIVIDER, financial institution, or Surety then existing or which thereafter accrue because of such default. The determination by the Director or other designated County official of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the SUBDIVIDER, his surety, and any and all other parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the COUNTY under law.

FOURTEENTH: In the event legal action is brought upon this Agreement, the SUBDIVIDER hereby agrees to pay to the COUNTY reasonable attorney's fees and costs incurred in prosecuting such action, until such time as the COUNTY accepts the work and improvements completed pursuant to this Agreement.

FIFTEENTH: It is further agreed by and between the parties hereto, including the Surety or Sureties on any Bond attached to this Agreement or the financial institution guaranteeing the improvement security and payment security, that in the event it is deemed necessary by the COUNTY to extend the time of completion of the work contemplated to be done under this Agreement, said extension may be granted by the Director or other designated County official either at his/her own option or upon request of the SUBDIVIDER, and shall in no way affect the validity of this Agreement or release the Surety or Sureties on any Bond attached hereto or

the financial institution guaranteeing the improvement security and payment security. SUBDIVIDER further agrees to maintain said improvement security and payment security in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein. The Director or other designated County official may condition any extension of time upon the provision of additional good and sufficient improvement security and payment security if the Director or other designated County official determines, in his/her sole discretion, that the existing security is insufficient to guarantee the costs of completing the work and improvements.

SIXTEENTH: It is further agreed by and between the parties hereto that this Agreement firmly binds the parties, their heirs, executors, administrators, successors or assignees, jointly and severally. The SUBDIVIDER shall immediately notify the Director or other designated County official of any change in ownership or other event which alters the responsibility for completing the work and improvements.

IN WITNESS thereby, SUBDIVIDER has affixed his name and seal.

(Seal)

Note: All signatures must be acknowledged before a notary public. (Attach appropriate acknowledgments/jurats.)

Accepted on behalf of the
County of Los Angeles by the
DIRECTOR OF PARKS AND RECREATION

By _____
Director

Date _____

By _____

By _____

Approved as to form

COUNTY COUNSEL

By _____
Deputy

P:\LDPUB\SUBDIVSN\MAPPING\RM\RMUL AGRMNT (Rev. 3/01/03)